

LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
PUBLIC EMPLOYEES LOCAL 71
representing the
LABOR, TRADES AND CRAFTS UNIT

Master Alternative Workweek Agreement #1 (4 Day)

11-LL-030
Amended

It is agreed between the parties that the following terms and conditions of employment will apply to employees assigned to work a four-day workweek who obtain approval for an alternate workweek schedule on the attached assignment form. No provision of the July 1, 2009 through June 30, 2012 master agreement not specifically referenced herein is modified by this agreement.

For purposes of this agreement the following articles with their stated terms and conditions have been modified:

Article 14.01 – Workweek is amended as follows:

The workweek shall consist of thirty-seven and one-half (37.5) hours in pay status from Sunday midnight to Sunday midnight. All permanent full-time employees shall be guaranteed a full workweek provided they are ready, willing and able to work, unless suspended, on layoff or leave without pay.

The work schedule shall consist of three (3) days at ten (10) hours each and one (1) day at seven and one-half (7.5) hours. The four day schedule shall be specified on the assignment form.

Article 13.06 – Premium Pay is amended as follows:

Overtime: An employee shall be paid overtime for all work in excess of ten (10) hours of work in any one shift and forty (40) hours of work in any one (1) week, at one and one-half (1.5) times the basic rate of pay.

For all work performed on a shift starting on the employee's first, second or third scheduled day off, one and one-half (1.5) times the employee's basic rate of pay shall be paid for that shift. However, for all work performed on a shift starting on the employee's third scheduled day off, two (2) times the employee's basic rate of pay shall be paid for that shift, provided the employee worked on either the first or second scheduled day off and worked during each of the four regularly scheduled days.

Overtime shall not be compulsory (except in dire emergency) and shall be distributed as evenly as possible among those employees desiring to work the overtime. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

Holiday Pay: The employee shall receive holiday pay for seven and one-half (7.5) hours at the straight time rate for any designated holiday. All work performed on holidays shall be paid at one and one-half (1.5) times the employee's basic rate of pay in addition to holiday pay. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes. It is agreed that during a week in which a holiday occurs, the work day on which the holiday is observed will be scheduled as the seven and one-half (7.5) hour day and the remaining three (3) work days will be ten (10) hours each.

Article 18.01 – Meal Break is amended as follows:

An unpaid meal period of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway of each shift. If the employee is scheduled to work more than twelve (12) hours in a day, the employee may request an additional meal period. The employee shall be relieved of all work-related duties and responsibilities during such meal periods.

Article 18.03 – Holidays is amended as follows:

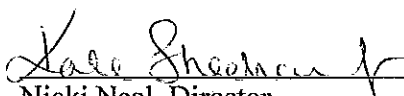
A designated holiday will normally be observed on the calendar day on which it falls except that if the holiday falls on an employee's first or second regularly scheduled day off it will be observed on the last regularly scheduled work day. If the holiday falls on the employee's third regularly scheduled day off it will be observed on the following day.

Holidays may be rescheduled to another day in the workweek or in the work schedule in which the holiday was to be observed with mutual agreement between the employee and supervisor.

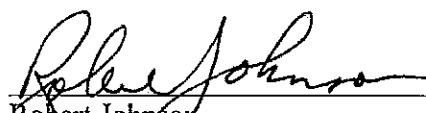
This agreement supersedes 09-LL-163. This amended agreement is effective March 1, 2012 and remains in effect through June 30, 2012, except that it may be canceled by either party with thirty calendar (30) days written notice. This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.

FOR THE STATE OF ALASKA:

FOR PUBLIC EMPLOYEES Local 71:



Nicki Neal, Director
Division of Personnel & Labor Relations
Department of Administration



Robert Johnson
Business Manager

3/13/12

Date

3-12-2012

Date